



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-2**

October 28, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2756

Dear Supervisors:

**WASTE PLAN CONFORMANCE AGREEMENT FOR THE PUENTE HILLS LANDFILL
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as a responsible agency, certify that the Board of Supervisors has independently reviewed and considered the information contained in the Final Environmental Impact Report prepared and certified by the County Sanitation Districts of Los Angeles County and the mitigation monitoring program adopted by the Regional Planning Commission for the project, adopt by reference the applicable findings made by the Regional Planning Commission relative to the significant environmental effects of the project and the adequacy of the mitigation monitoring program, and find that the approval of the enclosed Agreement will not have a significant effect on the environment.
2. Approve and instruct the Chairman to sign the enclosed Amended Waste Plan Conformance Agreement between the Sanitation Districts and the County of Los Angeles for controlling and accounting for waste diversion and recycling programs at the Puente Hills Landfill (Enclosure A).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This amended Agreement is required by Conditional Use Permit (CUP) No. 02-027-(4), approved by the Los Angeles County Regional Planning Commission on December 18, 2002, for the continued operation of the Puente Hills Landfill. The CUP requires that the Sanitation Districts, the owner/operator of the Puente Hills Landfill, shall not negligently or intentionally deposit waste into the landfill which is required to be diverted or recycled. This requirement is in accordance with city and county Source Reduction and Recycling Elements of the County of Los Angeles Countywide Integrated Waste Management Plan, adopted pursuant to Division 30 of the California Public Resources Code, and the Waste Plan Conformance Agreement entered into between the County and the Sanitation Districts pursuant to CUP No. 92-250-(4) and approved by your Board on November 29, 1994.

The Agreement currently in effect under the previous CUP No. 92-250-(4), must be amended under the new CUP No. 02-027-(4) to maintain consistency with applicable city and county waste management plans. The amended Agreement provides for (1) controlling and accounting for waste entering and, in the form of recycled or diverted material, leaving the landfill; (2) the implementation and enforcement of programs intended to maximize utilization of the available fill capacity; and (3) the implementation of waste diversion and recycling programs on- and off-site in accordance with applicable city and county waste management plans.

By diverting and recovering recyclable materials, the Puente Hills Landfill assists jurisdictions in the County of Los Angeles, including the unincorporated areas, in achieving the waste reduction mandates of State law as well as reducing the need for landfilling and incineration.

Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goal of Organizational Effectiveness since it will provide for the recovery of recyclable materials from the unincorporated areas of the County of Los Angeles and nearby cities while assisting the County and the cities in meeting the waste reduction mandates of State law and reducing the need for landfilling and incineration.

FISCAL IMPACT/FINANCING

There will be no impact on the County's General Fund.

The Honorable Board of Supervisors
October 28, 2004
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement satisfies the requirements of the Implementation and Monitoring Program, Part II, of CUP No. 02-027, and it has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

An environmental impact report was prepared and certified by the Sanitation Districts for the continued operation of the Puente Hills Landfill as approved by CUP No. 02-027, and a mitigation monitoring program was adopted for the project by the Regional Planning Commission on December 18, 2002. Execution of the enclosed amended Waste Plan Conformance Agreement will not have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact to current County services or projects as a result of this action.

CONCLUSION

Please return three approved copies of this letter and the two original signed Agreements to Public Works, Environmental Programs Division, for processing.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

SA:my
P:\sec\ph\WPCA

Enc.

cc: Executive Office
Chief Administrative Office
County Counsel (Judith Fries)

AMENDED**WASTE PLAN CONFORMANCE AGREEMENT**

THIS AMENDED WASTE PLAN CONFORMANCE AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2004, by and between the County of Los Angeles, a political subdivision of the State of California (the "**County**"), and County Sanitation District No. 2 of Los Angeles County, a special district ("**District**") (hereinafter together referred to as "**Party**" or "**Parties**").

R E C I T A L S

This Agreement is made with reference to the following facts:

A. District owns approximately 1,365 acres located at 2800 South Workman Mill Road, southerly of SR-60 (Pomona Freeway) and easterly of I-605 (San Gabriel River Freeway) (the "**Property**"). The Property is located in the Hacienda Heights and Workman Mill Zoned Districts in the unincorporated territory of the County of Los Angeles. District is the owner of a Class III non-hazardous solid waste landfill (the "**Landfill**") operated on the Property.

B. District applied for a conditional use permit and related land use entitlements to expand the landfilling within the Property ("**Expansion**"). The Expansion is a vertical extension over the existing waste placement areas and a small extension of the landfill setback area of approximately 250 feet to provide for a 12-acre lateral expansion (the "**Project**"). The Expansion is expected to provide for a maximum daily solid waste disposal intake of 13,200 tons. A legal description of the Property is attached hereto as **Exhibit "A."**

C. On December 18, 2002, the Los Angeles County Regional Planning Commission approved the Project by, among other measures, reviewing and considering the Final Environmental Impact Report, Continued Operation of the Puente Hills Landfill, State Clearinghouse No. 2000041066; and approving and issuing Conditional Use Permit No. 02-027-(4) (the "**CUP**") and related documents.

D. Pursuant to the Integrated Waste Management Act ("**IWMA**"), Division 30 of the California Public Resources Code, each jurisdiction in the State of California must adopt a plan for the management and handling of solid waste within its respective jurisdiction consistent with the statewide policies, standards, and requirements set forth in the IWMA.

E. Pursuant to the IWMA, the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force (the "**Task Force**") has been formed by the County and the cities in the County to identify solid waste management issues on a countywide basis.

F. Pursuant to the Los Angeles County Code, the County of Los Angeles Department of Public Works (the "**Department**") is the lead County agency advising the Board of Supervisors of the County on waste management issues.

G. Condition 16 of the CUP and Part II of the "Implementation and Monitoring Program" (the "**Monitoring Program**"), an Attachment to the Conditions of Grant for the CUP, require District to enter into a waste plan conformance agreement for controlling and accounting for certain waste, implementing and enforcing programs intended to maximize utilization of the available fill capacity, and implementing waste diversion and recycling programs. This Agreement is intended to satisfy all of the requirements of Part II of the Monitoring Program and Conditions 14, 15, 16, 19, and 24 of the CUP.

NOW, THEREFORE, the Parties agree as follows:

- (1) **Controlling and Accounting for Waste Entering and Leaving the Landfill.** Commencing with the effective date of the Expansion operation and throughout the term of the CUP, District shall implement and conform with the procedures set forth in the CUP for controlling and accounting for waste entering and leaving the Property, as specified by the Task Force in the Finding of Conformance issued to the Landfill and those additional requirements which may be reasonably specified by the Task Force during the term of the CUP. In addition, District shall employ generally accepted measures for controlling and accounting for such waste, including, but not limited to, the following:
 - a. District shall ensure the proper installation and maintenance of truck scales that share data electronically with a computer-based system, which the Parties can use to monitor and account for incoming and outgoing waste and diverted materials. All trucks loaded with waste and/or recyclable material entering the Property shall be weighed for gross weight and, if such trucks do not belong to a registered customer, shall be weighed to establish the tare weight when leaving.
 - b. District shall provide for weighing diverted materials, including, but not limited to, recyclable green waste and chippable wood materials. Green waste and chippable wood waste loads will be directed to the designated processing area for handling in accordance with the Waste Diversion and Recycling Plan, attached hereto as **Exhibit "B,"** which Plan may be amended from time to time by written agreement of the Parties. District shall divert all of the loads that are qualified for such uses for the purpose of reducing the amount of landfilled waste.
 - c. District shall account for all diverted materials that are taken off-site or reused on-site using proper weight measurement procedures.
 - d. Subject to the availability of appropriate hardware and software, electronic recording devices may be used to document weights and other records.
 - e. Except as otherwise provided in this Agreement, waste processed, and which the County, in its reasonable discretion, deems to have been put to a beneficial use on the Property or separated or

otherwise diverted from the wastestream and exported from the Property for the purpose of recycling, shall not be taken into account in measuring the maximum daily tonnage set forth in Condition 14 of the CUP, in accordance with the restrictions of Conditions 14, 15, and 16 of the CUP.

- (2) **Maximizing Available Fill Capacity.** Throughout the term of the CUP, District shall continue to implement programs acceptable to the Department and the County Department of Health Services intended to maximize utilization of the available fill capacity of the Landfill, including without limitation, efficient compaction methods, diversion or reduction of high-volume/low-density materials, reduction in the volume of daily cover, and utilization of alternatives to soil for cover purposes. District shall evaluate additional County recommendations that are submitted in writing to District. As a minimum, the following shall be implemented:

a. **Compaction Methods:**

- (i) District shall immediately evaluate those compaction methods that the County determines, in writing, to be necessary pursuant to the above paragraph, using the best available technology to make the best possible use of air space. District shall implement those compaction methods that the County and District determine to be feasible and that represent an improvement over existing methods.
- (ii) District shall use its best efforts to implement methods that would achieve levels of compaction equal to those rates achieved at landfills determined by the Department to be comparable.

b. **Diversion or Reduction of High-Volume/Low-Density Materials:**

- (i) District shall implement feasible methods to divert or reduce those high-volume/low-density materials that are not capable of being readily compacted.
- (ii) District shall employ reasonable measures to divert certain low-density materials such as green waste and chippable wood waste for recycling/reuse at on- and off-site locations.

c. **Reduce Volume of Daily Cover:**

- (i) District shall investigate and implement, as permitted by the appropriate regulatory agencies, feasible methods of reducing the volume of daily cover used at the Landfill. District shall continue to implement its current alternative landfill cover program and also pursue the use of other alternative landfill covers, as permitted by appropriate regulatory agencies.

- (ii) District shall use all reasonable efforts to optimize the average daily cell size of the Landfill, subject to applicable regulations, in order to minimize the volume of daily cover used at the Landfill.

d. Utilize Green Waste Materials for Daily, Intermediate, and Final Cover:

- (i) The County recognizes that the CUP allows for a green waste processing operation on the Property and that substantially all green waste delivered to the Landfill in segregated loads shall be diverted to the green waste processing operation, and subsequently used for alternative daily cover, intermediate cover, or exported for reuse purposes.
- (ii) To the extent the County deems technologically feasible and as permitted by appropriate regulatory agencies, District shall use green waste as an amendment to the final cover of the Landfill.

- (3) **Waste Diversion and Recycling Programs.** Commencing with the effective date of the Expansion operation and throughout the term of the CUP, District shall implement and conform with the requirements of the CUP as well as with the programs identified in the County of Los Angeles jurisdictions' Source Reduction and Recycling Elements ("SRREs") for waste diversion and recycling by implementing the attached Waste Diversion and Recycling Plan.

District recognizes that the requirements of the CUP and this Agreement are designed to assist the County in meeting State-mandated waste diversion and recycling goals, rules and/or laws.

- (4) **Penalties.** The Parties mutually recognize that damages from District's breach of this Agreement would be extremely difficult or impracticable to ascertain. Therefore, without waving any other right the County may have under this Agreement and without waiving any other remedy at law or in equity, and upon District's breach of this Agreement, District shall be subject to the penalty provisions set forth in Condition 10 of the CUP as liquidated damages for any breach of this Agreement.

- (5) **Documentation and Inspection of Records.** Throughout the term of the CUP, District shall maintain records that document the weight of all waste received and placed in the Landfill for disposal or diverted and exported from the Property, and all materials put to beneficial use on the Property. District shall also maintain records that document compliance with all waste restrictions imposed by the Conditions of the CUP and the fees charged for disposal at the Landfill. District shall further document the composition and origin of waste in accordance with the requirements of the Task Force's Finding of Conformance and, upon receiving written notice of the County's request, District shall maintain such additional records that the County reasonably determines are necessary for the County to develop waste management plans. All such records shall be available

at District's Joint Administration Office for inspection by the Local Enforcement Agency, the Department, the County Department of Regional Planning, and the County Treasurer and Tax Collector during any and all times when the Landfill is in operation or upon twenty-four (24) hours notice. Such records shall also be immediately provided to such agencies upon request.

District shall submit any and all reports required under this Agreement in an electronic reporting form only when the Department and District mutually determine that electronic reporting is the most efficient and cost-effective mode of collecting and processing information pursuant to this Agreement.

- (6) **Terms of Agreement.** This Agreement shall become effective upon the date of its execution by all Parties and shall terminate upon the date of expiration of the CUP. This Agreement, upon its effectiveness, shall supersede and replace the Agreement dated November 29, 1994, entered into by said Parties under CUP No. 92-250-(4).
- (7) **Miscellaneous.**
 - (7.1) **Successors and Assigns.** This Agreement shall (a) be binding upon District and its successors and assigns and (b) inure to the benefit of and be enforceable by the County and its successors and assigns. Upon any transfer of District's interest in the Property, District is released from all further responsibility or liability under this Agreement. Notwithstanding the foregoing, this Agreement cannot be assigned by District without the express prior written consent of the County, which consent shall not be unreasonably withheld.
 - (7.2) **Modification or Waiver of this Agreement.** This Agreement is intended by the Parties hereto as a final expression of their agreement with respect to the subject matter hereof and is intended as a complete and exclusive statement of the terms and conditions of said Agreement. No modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the Directors of the Department and District; provided, however, the Parties hereby agree that this Agreement shall be amended, at the option of the County, to the extent necessary to maintain conformity, as determined by the Department, with the SRREs of jurisdictions in the County or with the Los Angeles Countywide Integrated Waste Management Plan and in accordance with those conditions contemplated under Part II of the Monitoring Program.
 - (7.3) **No Waiver of Rights by the County; Cumulative Rights.** No course of dealing or failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall preclude any other or further exercise by the County of any right, power, or privilege hereunder. The County's remedies under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the County may be lawfully entitled. Nothing in this Agreement shall prevent the County from enforcing any provisions in the CUP or from exercising its powers to protect the health and welfare of its residents.
 - (7.4) **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity,

legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(7.5) Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws and not the conflicts of laws of the State of California.

(7.6) Notices. All notices and communications hereunder shall be given by hand delivery, with a receipt being obtained therefor, or by United States certified or registered mail. Notices and communications hereunder shall be effective when received and shall be sent to the following addresses (or to such other address that either Party may specify by written notice to the other Party):

If to the County, to: County of Los Angeles
Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803-1331
Attention: Director of Public Works
and Environmental Programs Division

with copies to: County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Public Works Division, Solid Waste Deputy

If to District, to: Chief Engineer and General Manager
County Sanitation District No. 2
of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601

with copies to: B. Richard Marsh, Daniel V. Hyde
Lewis Brisbois Bisgaard & Smith LLP
221 N. Figueroa Street, Suite 1200
Los Angeles, California 90012

(7.7) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one document, and shall become effective when copies hereof which, when taken together, bear the signatures of the Parties hereto shall be delivered to the County and District.

(7.8) Waiver of Jury Trial. The County and District hereby waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under or relating to this Agreement and agree that any such action or proceeding shall be tried before a court and not before a jury.

- (7.9) Further Instruments. From time to time, the Parties hereto shall each execute and deliver in recordable form, if necessary, such further instruments and shall take such other action as the other Party reasonably may request in order to discharge and perform their respective covenants and obligations under this Agreement.
- (7.10) No Third-Party Beneficiaries. This Agreement is made exclusively and solely for the benefit of District and the County, and no other person or persons shall have the right to enforce the provisions hereof by action or legal proceedings or otherwise. The only Parties to this Agreement are District and the County and their respective authorized successors-in-interest. There are no third-party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable or accepted by any other person, agency, or entity.
- (7.11) Purpose of Agreement. In addition to any purpose stated above, this Agreement is intended to ensure compliance with the CUP. This Agreement shall not supersede any requirement of the CUP for the Project. In the event of a conflict, the Conditions of the CUP shall govern.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by the respective officers thereunto authorized as of the date first above written.

APPROVED AS TO FORM:

By: *Daniel V. Hyde*
DISTRICT COUNSEL

DATED: 8-25-04

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By: *Leonis C. Malburg*
CHAIRPERSON, BOARD OF DIRECTORS

ATTEST:

BY: *M. Alma Horwath*

DATED: SEP 08 2004

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES

OFFICE OF THE COUNTY COUNSEL

By Judith Zues (by AMB)
PRINCIPAL DEPUTY

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER-CLERK
OF THE BOARD

BY _____
DEPUTY

Exhibit "A"
LEGAL DESCRIPTION
PUENTE HILLS LANDFILL

Revised May 11, 2004

A parcel of land partly in the City of Industry, in the County of Los Angeles, State of California, being that portion of lots A, B, and C of Tract No. 4005, as per map recorded in Book 43, page 38 of Maps, in the office of the County Recorder of said county; that portion of Lot 2 to Tract No. 2712, as per map recorded in Book 30, page 72 of Maps, in said office of the County Recorder; that portion of Lot 1 in Section 3, Township 2 South, Range 11 West, San Bernardino meridian, according to the official plat thereof; that portion of the "La Puente Mill Property in the Rancho La Puente, as per map recorded in Book 88, pages 10 and 11 of Deeds, in said office of the County Recorder, that portion of Lot 6, Tract No. 2489, as per map recorded in Book 24, page 65 of Maps, in said office of the County Recorder, and that portion of Block 43 of Tract No. 1343, in the County of Los Angeles, State of California, as per map recorded in Book 20 pages 10 and 11 of Maps, in the office of the County Recorder of said county, all described as a whole as follows:

Beginning at the intersection of the southeasterly line of said Lot C with the northerly line of Skyline Drive, sixty feet wide, as shown on the map of Tract No. 9211, recorded in Book 126, pages 93 to 99 inclusive of Maps, said intersection being also a point in the easterly boundary of that certain parcel of land conveyed to the Rose Hills Memorial Park Association, by deed recorded in Book D186, page 474 of Official Records of said county; thence northerly along said easterly boundary the following courses and distances: North 60°14'20" West, 255.95 feet to the beginning of a tangent curve concave to the northeast, having a radius of 470.00 feet northwesterly along said curve, through an arc of 29°19'10" a length of 240.51 feet; tangent to said curve North 30°55'10" West 373.39 feet to the beginning of a tangent curve concave to the southwest, having a radius of 430.00 feet; northwesterly along said curve through an arc of 33°43'24" a length of 253.09 feet to a line parallel with and distant northeasterly 155 feet, at right angles from the center line of the Chino-Laguna-Bell Transmission line easement of the Southern California Edison Company, recorded in Book 18866, page 334 of Official Records on file in the office of the County Recorder of said county; northwesterly along said parallel line, North 22°40'55" West, 178.25 feet; North 12°37'40" West, 1459.80 feet to a line parallel with a distant northeasterly 665 feet; at right angles from the southwesterly line of said Tract No. 4405; along said parallel line North 36°44'25" West, 832.95 feet to a point on a curve concave southwesterly having a radius of 290.00 feet, a radial line through said point bears North 77°58'56" East, northwesterly along said curve through an arc of 7°36'36", a length of 38.52 feet; tangent to said curve North 19°37'40" West, 653.00 feet to the beginning of a tangent curve concave to the east having a radius of 442.00 feet; northerly along said curve through an arc of 43°10'00", a length of 333 feet to a point of reversed curvature with a curve concave to the west having a radius of 460.00 feet; northerly along said curve through an arc of 18°45'00", a length of 150.53 feet; tangent to said curve North 4°47'20" East, 877.00 feet to the beginning of a tangent curve concave to the southwest having a radius of 492.00 feet; northwesterly along said curve through an arc of 39°55'00", a length of 342.77 feet to a point of reversed curvature with a curve concave to the northeast having a radius of 365.00 feet; northwesterly along said curve through an arc of 32°48'00", a length of 208.95 feet; tangent to said curve North 2°19'40" West, 830.00 feet to the beginning of a tangent curve concave to the southwest having a radius of 282.00 feet; northwesterly along said curve through an arc of 68°18'07", a length of 336.17 feet to a point of reversed curvature with a curve concave to the northeast having a radius of 110.00 feet, northwesterly along said curve to the southeasterly boundary line of the land described in Tract No. A-100-2 of the Declaration of Taking executed by the United States of America pursuant to Case No. 17580, United States District Court, and recorded on July 19, 1957, as Document No. 2984 in Book 55100, page 387 of Official Records of said county, said course on said southeasterly boundary line being described as North 65°16'04" East and having a length of 139.83 feet;

thence South 65°16'04" West along said boundary to the westerly terminus of said course; thence South 78°00'11" West, 163.57 feet to a point on the easterly boundary of a parcel of land containing 11.16 acres, more or less, deeded to Rio Hondo Junior College District on November 15, 1963, and recorded on December 16, 1963, as Document No. 3939; thence South on said easterly boundary to its southerly terminus; thence continuing westerly along the southerly boundary of said 11.16 acre parcel North 75°57'50" West, 722.24 feet to the easterly corner of an 0.06 acre parcel described in said deed to Rio Hondo Junior College; thence westerly along the southerly boundary of said 0.06 acre parcel South 58°54'14" West, 36.36 feet; thence North 67°30'52" West, 175.38 feet to a point on the southerly boundary of said 11.16 acre parcel; thence North 75°57'50" West along said southerly boundary 6.33 feet to the easterly terminus of a course having a bearing and length of South 70°24'57" West, 206.24 feet in the northerly line of the land described in said above mentioned deed to Rose Hills Memorial Park Association; thence southwesterly, westerly, and northwesterly along the boundary line of said last mentioned land South 70°24'57" West, 206.24 feet; North 80°14'49" West, 528.00 feet; North 53°38'26" West 1497.59 feet to a point being also the most easterly corner of the 230 foot wide strip of land described in the deed to Southern California Edison Company, recorded on September 24, 1959, as Document No. 1789 in Book D612, page 597 of said Official Records; thence along the northeasterly line of said strip of land, North 70°37'29" West, 3190 feet, more or less, to the southeasterly corner of a parcel described in a deed to County Sanitation District No. 2 of Los Angeles County recorded in Book D5514, pages 932-935 of Records of said County Recorder; thence northeasterly along a course in said boundary described bearing South 60°00'20" West to the northeasterly terminus thereof; thence North 51°00'20" East, 625.00 feet; thence North 11°29'40" West, 120.00 feet; thence North 71°29'40" West, 180.00 feet to the beginning of a tangent curve concave southerly and having a radius of 420.00 feet; thence westerly along said curve 337.24 feet; thence tangent to said curve South 62°30'00" West, 695.00 feet to a tangent curve concave northerly and having a radius of 380.00 feet; thence South 85°00'00" West, tangent to said curve 125.00 feet to a tangent curve concave southerly and having a radius of 420.00 feet; thence westerly along said curve a distance of 293.21 feet to a point on the northerly line of said 230 foot wide strip of land to Southern California Edison Company; thence North 70°37'29" West along said northerly line 112.00 feet to the most westerly corner of a parcel of land described in deed to County Sanitation District No. 18 of Los Angeles County recorded in Book D4754, page 618 of Records in said recorders office; thence easterly along the northerly boundary of said parcel, North 50°48'58" East, 91.41 feet; thence North 42°43'22" East, 146.37 feet, thence North 74°35'07" East, 76.14 feet; thence North 80°55'07" East, 71.70 feet; thence North 66°39'31" East, 95.47 feet; thence North 74°41'01" East, 175.19 feet; thence North 30°37'49" East, 98.63 feet; thence North 45°49'25" East, 54.45 feet; thence North 51°27'25" East, 95.59 feet; thence North 67°15'36" East, 176.40 feet; thence North 45°57'10" East, 58.08 feet; thence North 32°33'15" East, 76.07 feet; thence North 53°53'23" East, 69.73 feet; thence North 59°24'26" East, 192.55 feet; thence North 63°47'41" East, 86.09 feet; thence North 9°23'47" East, 134.12 feet; thence North 17°44'56" East, 89.59 feet; thence North 46°34'56" East, 300.40 feet; thence North 54°40'47" East, 89.65 feet; thence North 66°49'46" East, 266.13 feet; thence North 28°05'46" West, 402.91 feet, more or less, to a point on the southeasterly line being parallel with and 42 feet southeasterly, measured at right angles, from that certain course of North 61°54'14" East, 1385.44 feet in the center line of Workman Mill Road, as said center line is shown on map filed in Book 83, pages 89, 90, and 91, or Record of Surveys, in the office of said Registrar-Recorder; thence North 61°54'14" East along said southeasterly line of Workmen Mill Road 500.00 feet; thence South 28°05'46" East, 188.00 feet, more or less, to the southerly terminus of a course in the boundary of said parcel of County Sanitation District No. 18 of Los Angeles County described as South 28°05'46" East, 208.00 feet; thence continuing easterly along said boundary North 61°54'14" East, 240.00 feet; thence South 84°20'03" East, 753.73 feet to the most westerly corner of a parcel of land described in a deed to County Sanitation District No. 2 of Los Angeles County as recorded in Book D5049, page 953 of Records, in the office of said Recorder; thence along the northerly boundary of said parcel North 84°26'21" East, 290.47 feet; thence North 56°56'54" East, 261.76 feet; thence South 83°13'03" East, 769.16 feet; thence North 66°41'15" East, 355.65 feet; thence South 71°31'42" East, 483.36 feet to the beginning of a tangent curve concave northerly and having a radius of 1050.00 feet; thence easterly along said curve through a central angle of 5°51'32" an arc distance of 107.37 feet; thence South 77°23'14" East, 705.80 feet; thence

North 70°10'19" East, 376.93 feet to a point on the westerly boundary of a parcel of land deeded to the State of California as recorded as instrument 80-3131 in the office of said Recorder; thence easterly along the southerly boundary of said parcel South 19°50'48" East, 16.76 feet; thence North 72°18'10" East, 266.43 feet; thence North 66°15'08" East, 109.99 feet; thence North 67°41'13" East, 325.10 feet; thence North 64°48'42" East, 67.46 feet; thence North 70°40'52" East, 76.30 feet; thence North 73°39'39" East, 157.25 feet; thence North 87°00'28" East, 97.69 feet; thence South 82°52'15" East, 79.29 feet to a point on a line that is parallel with and distant southerly 126.00 feet, as measured at right angles, from the centerline of said Pomona Freeway, thence along said parallel line North 89°30'07" East, 574.41 feet; thence South 42°37'09" East, 59.72 feet to a point in the boundary of that certain parcel described in deed to the State of California recorded as Instrument 95-1292401 of Official Records in the office of said Recorder; thence along the boundaries of said certain parcel South 57°22'52" West, 86 feet; South 12°45'30" East, 140 feet; thence South 89°26'05" East, 306.46 feet; thence North 20°11'40" East, 132 feet to a point on the southerly line of the land described in deed to the State of California recorded in Book 2770, page 644 of said Official Records; thence along said southerly line South 51°50'18" East, 64.00 feet; thence South 76°27'38" East 50.76 feet to the intersection with the easterly line of said Lot A of Tract No. 4005, said point being the most westerly corner of a parcel of land described in a deed to County Sanitation District No. 2, recorded as document 81-794349 of Records in the office of said Recorder; thence easterly along the northerly boundary of said parcel South 76°27'42" East, 52.63 feet; thence North 51°18'23" East, 194.59 feet; thence North 81°16'46" East, 407.94 feet; thence South 64°15'52" East, 167.73 feet; thence South 82°01'04" East, 119.47 feet; thence North 67°49'21" East, 209.68 feet; thence South 79°00'38" East, 131.51 feet; thence South 51°33'40" East, 124.32 feet; thence North 78°31'39" East, 165.96 feet; thence South 79°07'56" East, 142.09 feet; thence South 46°54'30" East, 200.89 feet; thence South 84°29'48" East, 223.35 feet; thence South 58°10'41" East, 231.85 feet; thence South 88°24'51" East, 208.08 feet; thence South 54°42'12" East, 217.82 feet; thence South 75°31'54" East, 274.73 feet; thence South 20°52'40" East, 282.01 feet; thence South 17°23'16" East, 531.49 feet; thence South 26°30'44" East, 566.09 feet; thence South 79°16'11" East, 581.40 feet; thence North 73°53'51" East, 174.88 feet; thence South 45°19'35" East, 89.09 feet; thence South 81°19'32" East, 286.30 feet; thence North 81°02'42" East, 379.28 feet; thence South 40°09'45" East, 48.72 feet; thence South 40°09'45" East, 48.72 feet; thence South 70°32'37" East, 97.03 feet; thence South 38°43'20" East to the easterly line of said Block 43 of Tract No. 1343; thence southerly along said easterly line to the most easterly corner of Lot C of said Tract No. 4005; thence South 25°53'20" West along the southeasterly line of said Lot C, a distance of 1588.31 feet to the most easterly corner of that certain parcel of land conveyed to Whittier Extension Mutual Water Company by deed recorded March 22, 1956, as Instrument No. 25; in Book 50664, page 28 of Official Records of said county; thence South 79°17'59" East, 123.4 feet; thence North 82°36'59" East, 109.2 feet; thence South 27°01'46" West, 59.23 feet; thence North 85°47'17" West 98 feet; thence North 79°16'08" West 75.72 feet; thence North 72°28'39" West, 57 feet; thence South 24°50'42" West, 16.19 feet to the beginning of a non-tangent curve concave to the southeast and having a radius of 84.50 feet, a radial line from said point bears South 26°26'40" West, thence southwesterly along said curve through a central angle of 90°07'06" a distance of 132.91 feet to a point at the end of said curve, a radial line from said point bears South 63°40'26" East; thence North 63°54'00" West a distance of 5.08 feet; thence South 25°53'20" West 230.3 feet; thence South 64°06'40" East, 100.00 feet to a point in said southeasterly line of Lot C; thence South 25°53'20" West along said southeasterly line 6272.04 feet to the point of beginning.

Exhibit "B"

Waste Diversion and Recycling Plan

The County and District agree that waste diversion and recycling is in the best interest of the community as a whole and agree that every reasonable effort should be made to provide and/or enhance the opportunities for industry and the general public to succeed in that effort.

As contained in this Waste Diversion and Recycling Plan (the "Plan"), District shall make a good-faith effort to support the County and the cities within the County in meeting waste diversion goals in a manner that is beneficial to all parties involved.

1. Green Waste Diversion. District agrees to provide an operation for the acceptance and processing of segregated green waste loads at the Property. District agrees to provide this service at a rate lower than the solid waste disposal rate, provided the costs for beneficial reuse of this material allows for the lower rate. In general, the material produced may be used on-site as alternative daily or intermediate cover or for erosion control and soil amendment. The material may also be exported for reuse in agricultural, landscaping, and energy applications, or as feedstock for composting operations.

District shall provide for the accounting of all segregated green waste loads entering and leaving the site, by weight, and shall support the County by providing reasonable documentation to agencies identified by the County as indicated in Section 5 of the Agreement.

2. Recycling Center. District shall provide a drop-off and buy-back recycling center for use by the community. A recyclables drop-off and buy-back center will be conveniently located at the Property to encourage the public to recycle. District shall make a good-faith effort to continuously operate this center. At a minimum, and as mutually agreed upon between District and the County, the following materials shall be recycled:

- (a) Plastics
- (b) Aluminum
- (c) Mixed and Office Paper
- (d) Glass

3. Used Oil Recycling Center. Subject to full compliance with the requirements of the CUP, the County and other regulatory agencies, District shall operate a California Certified Used Oil Recycling Center at the Property for use by the local community. The used oil recycling center will accept, free of charge, uncontaminated used oil only from residents, at a limit of 15 gallons per vehicle, or as otherwise specified by law.

4. Waste Tire Program. District agrees to provide a truck and passenger waste tire program for residents within one mile of the Property boundary. Under such program, District shall accept residential deliveries of truck and passenger tires from

such residents at a charge not to exceed \$1 per tire for passenger and small truck tires 16 inches or less, and \$5 per tire for larger truck tires, for up to four (4) tires per residence per year. This program will be reevaluated annually for effectiveness and economic viability and a report will be provided to the County for analysis and approval. Any adjustments to this program will be made by mutual agreement between District and the County.

5. Bulky Items. District shall accept bulky items, from a non-commingled load, delivered to the Landfill by residents within one mile of the Property boundary. One (1) bulky item per qualified resident per year will be accepted at a charge not to exceed \$10. Bulky items shall mean discarded household furniture, furnishings, or appliances including white goods and mattresses. This program will be reevaluated annually and an annual report will be provided to the County for analysis and approval. Any adjustments to this program will be made by mutual agreement between District and the County.

6. Christmas Tree Program. District agrees to provide a program for the acceptance and grinding of Christmas trees within the County. District also agrees to charge a reduced rate for Christmas trees to provide incentive for recycling this material. The mulch produced by the program will either be returned to the community, exported for reuse purposes, or utilized on the Landfill as alternative daily cover, erosion control, or some other program, other than landfilling, approved by the appropriate regulatory agencies.

7. Public Education. For the education of the public with respect to recycling, District shall pursue the following activities as mutually agreed upon by District and the County:

- a. Placement of an annual letter to residents within one mile of the Property boundary to provide information on District recycling programs offered to such residents.
- b. Placement of biannual recycling program advertisements in newspapers of general circulation in areas immediately surrounding the Property within a radius of three (3) miles or an alternative distance mutually agreed upon by District and the County.
- c. Providing tours of the Landfill and recycling facilities to organizations in the local community including business organizations, youth organizations, and schools to educate people on waste management including reduction, reuse, recycling, and landfilling.
- d. District shall continue to support public education through its various ongoing programs within the County.

8. Waste Characterizations. District shall continue to perform two (2) waste characterization events at the Landfill to be conducted in March and September of each year. Reports shall be filed with the County and/or Task Force no later than the 15 of

the month following the waste characterization event. Waste characterization reports shall be submitted by waste category and waste type.

9. Quarterly Monitoring Reports. Commencing with the effective date of this Agreement and throughout the term of the CUP, District shall submit quarterly reports to the County describing the status of implementation of this Plan. Reports shall be due to the County by the 15 day of the month following the quarter that the report addresses. At a future date and at the request of District, the County may approve an alternate schedule for the submittal of these reports.

10. Plan Revisions. In accordance with Paragraph 7.2 of this Agreement, the provisions of this Plan may be modified or waived by mutual written agreement between the County and District.